IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO.764 OF 2005
IN
WRIT PETITION NO.1486 OF 2005

M/s.Vijay Cotton and Fibre Co. Appellant

versus

Abdul Majid Shaikh & ors. Respondents

Mr.Shailesh Shah with Mr.K.S.Bapat for appellant

Mr.Abdul Majid Shaikh - respondent no.1 present in person.

CORAM : DR.S.RADHAKRISHNAN AND
S.C.DHARMADHIKARI, JJ.

DATE : 13th October 2005

PC :

1. Heard learned counsel for the appellant and respondents. The appellant as well as respondent no.1 in person, have mutually settled the matter in terms of the consent terms duly signed by the appellant, his advocate and respondent no.1 himself. The consent terms have duly been explained and interpreted to respondent no.1 by the Official Interpreter, Bombay High Court. The consent terms are taken on record marked "X" for identification. Undertaking given by the

appellant that the appellant would pay a sum of Rs.1.15 lakh (Rs.One lakh fifteen thousand only), as mentioned in clause 1(a) within a period of one week from today, is accepted. Appeal stands disposed of in terms of the consent terms. Respondent no.1 is personally present in the Court. We have also verified whether respondent no.1 has understood the consent terms. Respondent no.1 categorically states that he has understood the consent terms after being explained by the Court Associate.

(DR.S.RADHAKRISHNAN, J.)

(S.C.DHARMADHIKARI, J.)